



SO ORDERED.

SIGNED this 26 day of
September, 2014.

Stephani W. Humrickhouse

Stephani W. Humrickhouse
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION**

IN RE:

CASE NO. 09-10340-8-SWH

**NEW BERN RIVERFRONT DEVELOPMENT,
LLC,
DEBTOR**

**NEW BERN RIVERFRONT DEVELOPMENT,
LLC,
Plaintiff,**

ADVERSARY PROCEEDING NO.

10-00023-8-AP

v.

**WEAVER COOKE CONSTRUCTION, LLC;
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA; J. DAVIS
ARCHITECTS, PLLC; FLUHRER REED PA;
and NATIONAL ERECTORS REBAR, INC. f/k/a
NATIONAL REINFORCING SYSTEMS, INC.,
Defendants,**

and

**WEAVER COOKE CONSTRUCTION, LLC;
and TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA,
Defendants, Counterclaimants,
Crossclaimants and Third-Party Plaintiffs,**

v.

**J. DAVIS ARCHITECTS, PLLC, FLUHRER
REED PA, SKYSAIL OWNERS ASSOCIATION,
INC.; NATIONAL REINFORCING SYSTEMS,
INC., ROBERT P. ARMSTRONG, JR., ROBERT
ARMSTRONG, JR., INC., SUMMIT DESIGN
GROUP, INC., CAROLINA CUSTOM
MOULDING, INC., CURENTON CONCRETE
WORKS, INC., WILLIAM H. DAIL d/b/a
DD COMPANY, EAST CAROLINA MASONRY,
INC., GOURAS, INC., HAMLIN ROOFING
SERVICES, INC., HUMPHREY
HEATING & AIR CONDITIONING, INC.;
PERFORMANCE FIRE PROTECTION, LLC;
RANDOLPH STAIR AND RAIL COMPANY;
STOCK BUILDING SUPPLY, LLC; PLF OF
SANFORD, INC. f/d/b/a LEE WINDOW &
DOOR COMPANY; UNITED FORMING,
INC. a/d/b/a UNITED CONCRETE, INC.;
JOHNSON'S MODERN ELECTRIC
COMPANY, INC.; and WATERPROOFING
SPECIALITIES, INC.,**

**Crossclaimants, Counterclaimants and
Third-Party Defendants.**

and

NATIONAL ERECTORS REBAR, INC.

**Defendant, Counterclaimant,
Crossclaimant and Third-Party
Plaintiff,**

v.

**ROBERT P. ARMSTRONG, JR., ROBERT
ARMSTRONG, JR., INC., SUMMIT DESIGN
GROUP, INC., JMW CONCRETE
CONTRACTORS, and JOHNSON'S MODERN
ELECTRIC COMPANY, INC.**

Third-Party Defendants.

and

**J. DAVIS ARCHITECTS, PLLC,
Third-Party Plaintiff,**

v.

**MCKIM & CREED, P.A.,
Third-Party Defendant.**

and

**GOURAS, INC.,
Third-Party Defendant and
Fourth-Party Plaintiff,**

v.

**RAFAEL HERNANDEZ, JR., CARLOS
CHAVEZ d/b/a CHAVEZ DRYWALL,
5 BOYS, INC. and ALEX GARCIA
d/b/a/ JC 5,
Fourth-Party Defendants.**

and

**STOCK BUILDING SUPPLY, LLC,
Third-Party Defendant and
Fourth-Party Plaintiff,**

v.

**CARLOS O. GARCIA, d/b/a/ C.N.N.C.,
Fourth-Party Defendant.**

**ORDER ALLOWING MOTION OF RANDOLPH STAIR AND RAIL CO.
FOR SUMMARY JUDGMENT ON INDEMNITY CLAIM**

Pending before the court is the final component of the motion for summary judgment filed by third-party defendant Randolph Stair and Rail Co. (“Randolph”) against Weaver Cooke Construction, LLC (“Weaver Cooke”), in its capacity as third-party plaintiff. The court already entered an order denying Randolph’s motion for summary judgment with respect to two of Weaver

Cooke's three claims against it (for negligence and breach of express warranty), which ECM sought on grounds that the claims were barred by the applicable statutes of limitation, and allowing Randolph's motion for summary judgment on the economic loss rule. This order addresses a remaining claim, in which Weaver Cooke asserts that Randolph must indemnify it for its losses.

On August 22, 2014, the court entered summary judgment with respect to Weaver Cooke's indemnity claim against defendants Stock Building Supply, LLC and PLF of Sanford, Inc. (formerly dba Lee Window & Door Co.) (herein collectively "Stock Supply") on grounds that are equally applicable to Randolph. Using that order as the foundation and revising as necessary to account for different fact sets, the court subsequently entered additional orders granting third-party defendants' motions for summary judgment on the indemnity claim, including an order granting the motion of East Carolina Masonry, Inc. ("ECM"). See Order Allowing Motion of East Carolina Masonry, Inc. for Summary Judgment on Indemnity Claim (September 26, 2014).

In lieu of filing a memorandum in support of its motion for summary judgment, Randolph elected simply to adopt the memorandum filed by ECM. Weaver Cooke, in response, asserted the same arguments it filed in response to ECM's motion. Randolph's status as one of multiple subcontractors involved in construction of the building's envelope is addressed in the ECM order, and there being no new arguments or factual assertions before the court in connection with Randolph's motion that would support revisions to the court's reasoning as set out in the ECM order, Randolph's motion for summary judgment on the indemnity claim is **ALLOWED** for the reasons set forth in the order of September 26, 2014 granting ECM's motion for summary judgment.

SO ORDERED.

END OF DOCUMENT